

SUBSIDY PROGRAM AGREEMENT

This Subsidy Program Agreement ("Agreement") is made and entered into as of the last signature date set forth below, by and between the City of Peoria, IL ("City") and Ring LLC, a Delaware limited liability company ("Ring"). City and Ring are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Ring produces security cameras, video doorbells and alarm systems for residential use which link smartphone users to their devices.

WHEREAS, with this technology, the homeowner or renter has the capability to see, hear and speak to visitors through their smartphones, tablets or desktops.

WHEREAS, the City desires to collaborate with Ring to establish a subsidy program whereby City residents can purchase Ring's security cameras, video doorbells and alarm systems for use at residences within the City at a discounted price to enhance security and safety in the community.

WHEREAS, the subsidy program will be operated pursuant to this agreement.

WHEREAS, the subsidy program will be administered separate and apart from any other program or agreement between Ring and the City (or any agency or subdivision thereof), including, without limitation, any law enforcement agency's participation in Ring's Neighbors application.

WHEREAS, the City finds that the dedication of public funds under this Agreement will serve the safety of City residents, an issue of important public purpose.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Ring Obligations.** Ring agrees to do the following in furtherance of this Agreement:
 - a. Ring will collaborate with the City on the distribution and marketing of the Ring Door View Cam, Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, Ring Floodlight Cam, Ring Alarm, Ring Spotlight Cam Solar, Ring Stick Up

Cam Wired and Ring Stick Up Cam Battery (each, a “Product” and collectively, the “Products”) to residents of City (“Residents”).

- b. During the Subsidy Period (as defined below), Ring will directly provide 1,000 unique subsidy codes (“Subsidy Codes”) to Residents with a \$100.00 discount off the sales price for one (1) of the Products at checkout.
Each Residence is entitled to only one Subsidy Code. Each Subsidy Code may only be used once per household. Only codes sent to the resident through Ring communications channels will be valid. Subsidy Codes shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount. Subsidy Codes may not be combined with any other offer.
- c. Ring will fulfill orders for Products when Residents provide information and payment required using the information required for Ring to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring’s then-existing shipping policies. Ring will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
- d. Ring will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user’s expense.
- e. Ring will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
- f. Ring shall contribute \$50.00 of the \$100.00 discount specified in section 2.b above.
- g. Within thirty days after the end of the Subsidy Period, Ring will provide the City with an accounting statement (the “Accounting Statement”) setting forth the number of Products purchased using the Subsidy Code during the Subsidy Period in substantially the form set forth on Exhibit A.

3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:

- a. Within forty-five (45) days of its receipt of the Accounting Statement from Ring, City shall pay Ring an amount equal to \$50.00 of the \$100.00 discount specified in section 2.b above for the first Product sold to each Resident household during the Subsidy Period using a Subsidy Code. No other Product is eligible for a City contribution. The maximum

contribution payable by the City to Ring under this Agreement shall not exceed \$50,000 (the "Maximum Contribution").

- b. During the Subsidy Period, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public. The Parties shall agree to a joint press release to be mutually agreed upon by the Parties. The City agrees it shall not issue any press release related to the program without Ring's prior written consent. All press releases issued by the City shall be made available to the public on the City's website, social media platform, or other platform as approved by Ring.
 - c. Ring shall be responsible for verifying the residency and eligibility of Residents. Notwithstanding the foregoing, in no event shall the City impose any requirements or restrictions on any Resident's use of the Products (*e.g.*, City shall not require Residents provide recordings captured by the Products to the City or any agency or subdivision thereof, including local law enforcement or participate in a camera registration or similar program), whether as part of a Resident's eligibility or otherwise.
4. **Subsidy Period.** The "Subsidy Period" shall commence on a date mutually agreed by the Parties and shall expire upon the earlier of the following:
- a. Forty-five (45) days after the commencement of the Subsidy Period; or
 - b. The Maximum Contribution has been reached.
5. **Termination.** Each of the City and Ring reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of the non-terminating party, the period of notice may be such shorter time as may be determined by the terminating party.
6. This section left intentionally blank.
7. **Limitation of Liability.** In no event will (a) either Party be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability and (b) either Party's aggregate liability for damages or indemnification under this Agreement exceed the Contribution Cap.
8. **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Ring, its agents or

employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Ring's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Ring shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Ring shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Ring in its business or otherwise or a joint venturer or a member of any joint enterprise with Ring.

9. **Governing Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
10. **Notices.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and sent by email, in the case of the City, to the Assistant City Manager, Deborah Roethler at Droethler@peoriagov.org and Corporation Counsel, Donald Leist at Dleist@peoriagov.org and in the case of Ring, to August Cziment at a@ring.com and legal@ring.com. Either party may change its email address by notifying the other party of such change.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
12. **Integration; Amendment.** This Agreement is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Ring and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
13. **Assignment.** City will not assign this Agreement, in whole or in part, without Ring's prior written consent. Any attempt to assign in violation of this section is void in each instance. Ring may assign this Agreement (or any of its rights and obligations under this Agreement): (a) to any of its affiliates; or (b) in connection

with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. All the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the Parties and their respective successors and permitted assigns.

14. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
15. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURE PAGE FOLLOWS]

CC Subsidy 00150387 2019 TR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF PEORIA, IL

By: _____

Name: Patrick Urich

Title: City Manager

Date: 9/4/19

RING:

RING LLC

By: _____

Name: Mel Tang

Title: Vice President

Date: Aug 28, 2017

Address: 1523 26th Street, Santa Monica CA 90404

**RING ACCOUNT STATEMENT – CITY OF PEORIA, IL****SOLD BY:**

Ring LLC.
 1523 26th Street
 Santa Monica, CA 90404
 United States
AR@ring.com

INVOICE: []**DATE:** [], 20[]**DESCRIPTION:** Ring Subsidy**AMOUNT:** \$[]**TERMS:** NET 45 Days**BILL TO:**

City of Peoria, IL
 []
 []
 Attn:

DESCRIPTION	UNITS	UNIT PRICE	TOTAL
Ring Promo Codes Redeemed	[]	\$50	\$ []
TOTAL			\$ []

Ring LLC.
 1523 26th St.
 Santa Monica, CA 90404
 Attn: Accounts Receivable

Bank Name: []
 Bank Account: []
 Account Number: []
 Swift Code: []
 Wire Routing Number: []
 Bank Address: []

For any questions, please contact:

Name: []
 Title: []
 Email: []
 Phone: []

Note: any applicable sales taxes have not been included in the billed amounts and any sales taxes due will be paid by Ring LLC.

ring

With Ring, you're Always Home.

Starting Sunday, April 8th, 2018, at the Emergency Preparedness Fair, Alhambra residents can receive up to \$100 off a Ring Video Doorbell or Security Camera.

Visit www.alhambracitynews.com or email ring@cityofalhambra.org for more information.



Ring Home Security Products



Video Doorbell 2

Normally \$199
Subsidy Price \$99

Rechargeable battery pack and convenience that works on any home.

Features

Motion Detection
1080p HD Video
Night Vision
Rechargeable Battery Pack
Easy Install

Warranty

1 year on parts
Lifetime purchase protection



Video Doorbell Pro

Normally \$249
Subsidy Price \$149

Ultra slim design with advanced features. Requires an existing hardwired doorbell.

Features

Advanced Motion Detection
1080p HD Video
Night Vision
Optional Cloud Recording
Live View/ Video on Demand

Warranty

1 year on parts
Lifetime purchase protection



Floodlight Cam

Normally \$249
Subsidy Price \$149

HD security camera with floodlights and a siren alarm.

Features

Advanced Motion Detection
1080p HD Video
Night Vision
110 Decibel Siren Alarm
Two 3k Lumen LED Floodlights

Warranty

1 year on parts
Lifetime purchase protection



Spotlight Cam Wired

Normally \$199
Subsidy Price \$99

HD camera with two-way talk and spotlights, plugged-in for non-stop power and security.

Features

Advanced Motion Detection
1080p HD Video
Night Vision
110 Decibel Siren Alarm
LED Spotlight Strips

Warranty

1 year on parts
Lifetime purchase protection



Spotlight Cam Battery

Normally \$199
Subsidy Price \$99

HD camera with two-way talk, spotlights, and rechargeable battery pack.

Features

Motion Detection
1080p HD Video
Night Vision
110 Decibel Siren Alarm
LED Spotlight Strips

Warranty

1 year on parts
Lifetime purchase protection

\$100 off retail price for (1) device per household.

\$30 off retail price for additional devices up to (2) per household.

20% off retail price for accessories up to (3) per household.

The rebate program will be available for the first 200 households. Residents must show proof of residency (government ID and utility bill).

We're here to help you 24/7.

Our US based customer associates are available anytime, day or night. Contact us at 855-688-7756 or go to ring.com/help



City of
Alhambra

ring Always Home.



Council Communication

Agenda Date : 7/23/2019

File #: 19-236, Version: 2

ACTION REQUESTED:

Communication from Councilman Montelongo with a Request to APPROVE the Following:

- A) ADOPT an ORDINANCE Amending the CITY OF PEORIA 2019 REVISED ANNUAL BUDGET Relating to the Use of the General Fund Balance to Provide Funding to Subsidize the Discount on the Purchase of RING SECURITY EQUIPMENT in the Amount of \$50,000.00;
- B) A SOLE SOURCE CONTRACT with RING to Subsidize the Discount on the Purchase of RING Security Equipment, with a 50/50 Contribution from RING and the City of Peoria in an Amount Up to \$50,000.00 Each.

BACKGROUND: Ring, LLC is an internet-connected security company that provides equipment such as video doorbells, security cameras, and alarm systems that link to owner's smartphone and other devices. This equipment enables the owner to see, hear, and speak with visitors from remote locations. This collaboration will enable residents to procure RING equipment at a discounted rate and enhance the security and safety of the community. Ring will match a \$50 CITY OF PEORIA contribution per household to the subsidy, which will generate a discount of \$100 on the sale of 1,000 package or individual equipment purchases - limit one to household.

The City is currently still in negotiations with RING with primary challenges around the City obligation to validate residency and the ability to audit RING's invoice at the end of the program.

Attachments include 1) standard RING Subsidy agreement template, 2) Our current proposal under review as of submission of this agenda, and 3) a sample flyer for the program from another city

FINANCIAL IMPACT: Cost of \$50,000.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Increased security information to residents and safety services. Reduced crime and increased solve rate on crimes.

IMPACT IF DENIED: Same level of information, crime and identification of criminals.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER:

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

- 1. Safe Peoria
- 2. Financially Sound City

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Reduce crime.
2. Have an efficient government.

DEPARTMENT: City Manager's Office

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Starting Sunday, April 8th, 2018, at the Emergency Preparedness Fair, Alhambra residents can receive up to \$100 off a Ring Video Doorbell or Security Camera.

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The rebate program will be available for the first 200 households. Residents must show proof of residency (government ID and utility bill).

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City of
Alhambra

ring Always Home.

SUBSIDY PROGRAM AGREEMENT

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RECITALS

WHEREAS, Ring produces security cameras, video doorbells and alarm systems for residential use which link smartphone users to their devices.

WHEREAS, with this technology, the homeowner has the capability to see, hear and speak to visitors through their smartphones, tablets or desktops.

WHEREAS, the City desires to collaborate with Ring to establish a subsidy program whereby City residents can purchase Ring's security cameras, video doorbells and alarm systems for use at residences within the City at a discounted price to enhance security and safety in the community.

WHEREAS, the subsidy program will be operated on a first-come-first-served basis.

WHEREAS, the subsidy program will be administered separate and apart from any other program or agreement between Ring and the City (or any agency or subdivision thereof), including, without limitation, any law enforcement agency's participation in Ring's Neighbors application.

WHEREAS, the City finds that the dedication of public funds under this Agreement will serve the safety of City residents, an issue of important public purpose.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Ring Obligations.** Ring agrees to do the following in furtherance of this Agreement:
 - a. Ring will collaborate with the City on the distribution and marketing of the [Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, Ring Floodlight Cam, Ring

Alarm, Ring Spotlight Cam Solar, Ring Stick Up Cam Wired and Ring Stick Up Cam Battery] (each, a “Product” and collectively, the “Products”) to residents of City (“Residents”).

- b. During the Subsidy Period (as defined below), Ring will directly provide [xx] unique subsidy codes (“Subsidy Codes”) to Residents with a [xx] Dollar (\$xx) discount off the sales price for one (1) of the Products at checkout.

Each Resident is entitled to only one Subsidy Code. Each Subsidy Code may only be used once per household. Only codes sent to the resident through Ring communications channels will be valid. Subsidy Codes shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount. Subsidy Codes may not be combined with any other offer.

- c. During the Subsidy Period, the Subsidy Code may be redeemed for (i) a discount of [xx] Dollars (\$xx) per product to apply towards the purchase of any additional Products with a limit of [xx] additional Products per checkout and (ii) a [xx] percent (xx%) discount towards any accessory listed on the company’s website with a limit of [xx] accessories at checkout. Such discounts shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount.
- d. Ring will fulfill orders for Products when Residents provide information and payment required using the information required for Ring to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring’s then-existing shipping policies. Ring will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
- e. Ring will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user’s expense.
- f. Ring will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
- g. Ring shall contribute [xx] Dollars (\$xx) of the [xx] Dollar (\$xx) discount specified in section 2.b above.
- h. Within thirty days after the end of the Subsidy Period, Ring will provide the City with an accounting statement (the “Accounting Statement”)

setting forth the number of Products purchased using the Subsidy Code during the Subsidy Period and such other information reasonably requested by City to enable the Parties to determine the City's required City contribution amount, as specified in Section 3.a below.

3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:
 - a. Within thirty (30) days of its receipt of the Accounting Statement from Ring, City shall pay Ring an amount equal to [xx] Dollars (\$xx) of the [xx] Dollar (\$xx) discount specified in section 2.b above for the first Product sold to each Resident household during the Subsidy Period using a Subsidy Code. No other Product is eligible for a City contribution. The maximum contribution payable by the City to Ring under this Agreement shall not exceed [xx] Dollars and no cents (\$[xx]) (the "Maximum Contribution").
 - b. During the Subsidy Period, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public. The Parties shall agree to a joint press release to be mutually agreed upon by the Parties. The City agrees it shall not issue any press release related to the program without Ring's prior written consent. All press releases issued by the City shall be made available to the public on the City's website, social media platform, or other platform as approved by Ring.
 - c. The City shall be responsible for verifying the residency and eligibility of Residents. Notwithstanding the foregoing, in no event shall the City impose any requirements or restrictions on any Resident's use of the Products (*e.g.*, City shall not require Residents provide recordings captured by the Products to the City or any agency or subdivision thereof, including local law enforcement), whether as part of a Resident's eligibility or otherwise.
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 - a. Forty-five (45) days after the commencement of the Subsidy Period; or
 - b. The Maximum Contribution has been reached.
5. **Termination.** Each of the City and Ring reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of the

non-terminating party, the period of notice may be such shorter time as may be determined by the terminating party.

6. **Indemnification.**

Ring shall indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers from and against any third party claims, allegations, lawsuits, proceedings, losses, liabilities, damages, judgments, settlements costs or expenses, arising out of Ring's negligence or willful misconduct in connection with performance of this Agreement.

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9. **Governing Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Ring covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

10. **Notices.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and sent by email, in the case of the City, to [] and in the case of Ring, to August Cziment at a@ring.com and legal@ring.com. Either party may change its email address by notifying the other party of such change.
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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

[_____]

By: _____

Name:

Title:

Date:

RING:

RING LLC, a Delaware limited liability company

By: _____

Name:

Title:

Date:

Address: 1523 26th Street, Santa Monica CA
90404

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1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Ring Obligations.** Ring agrees to do the following in furtherance of this Agreement:
 - a. Ring will collaborate with the City on the distribution and marketing of the Ring Door View Cam, Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, Ring Floodlight Cam, Ring Alarm, Ring Spotlight Cam Solar, Ring Stick Up Cam Wired

and Ring Stick Up Cam Battery (each, a “Product” and collectively, the “Products”) to residents of City (“Residents”).

- b. During the Subsidy Period (as defined below), Ring will directly provide 1,000 unique subsidy codes (“Subsidy Codes”) to Residents with a \$100.00 discount off the sales price for one (1) of the Products at checkout. Each Residence is entitled to only one Subsidy Code. Each Subsidy Code may only be used once per household. Only codes sent to the resident through Ring communications channels will be valid. Subsidy Codes shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount. Subsidy Codes may not be combined with any other offer.
 - c. Ring will fulfill orders for Products when Residents provide information and payment required using the information required for Ring to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring’s then-existing shipping policies. Ring will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
 - d. Ring will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user’s expense.
 - e. Ring will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
 - f. Ring shall contribute \$50.00 of the \$100.00 discount specified in section 2.b above.
 - g. Within thirty days after the end of the Subsidy Period, Ring will provide the City with an accounting statement (the “Accounting Statement”) setting forth the number of Products purchased using the Subsidy Code during the Subsidy Period and such other information reasonably requested by City to enable the Parties to determine the City’s required City contribution amount, as specified in Section 3.a below.
3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:
- a. Within forty-five (45) days of its receipt of the Accounting Statement from Ring, City shall pay Ring an amount equal to \$50.00 of the \$100.00 discount specified in section 2.b above for the first Product sold to each Resident household during the Subsidy Period using a Subsidy Code. No other Product is eligible for a City contribution. The maximum contribution

payable by the City to Ring under this Agreement shall not exceed \$50,000 (the "Maximum Contribution").

- b. During the Subsidy Period, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public. The Parties shall agree to a joint press release to be mutually agreed upon by the Parties. The City agrees it shall not issue any press release related to the program without Ring's prior written consent. All press releases issued by the City shall be made available to the public on the City's website, social media platform, or other platform as approved by Ring.
 - c. The City shall be responsible for verifying the residency and eligibility of Residents. Notwithstanding the foregoing, in no event shall the City impose any requirements or restrictions on any Resident's use of the Products (*e.g.*, City shall not require Residents provide recordings captured by the Products to the City or any agency or subdivision thereof, including local law enforcement or participate in a camera registration or similar program), whether as part of a Resident's eligibility or otherwise.
- 4. **Subsidy Period.** The "Subsidy Period" shall commence on a date mutually agreed by the Parties and shall expire upon the earlier of the following:
 - a. Forty-five (45) days after the commencement of the Subsidy Period; or
 - b. The Maximum Contribution has been reached.
- 5. **Termination.** Each of the City and Ring reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of the non-terminating party, the period of notice may be such shorter time as may be determined by the terminating party.
- 6. This section left intentionally blank.
- 7. **Limitation of Liability.** In no event will (a) either Party be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability and (b) either Party's aggregate liability for damages or indemnification under this Agreement exceed the Contribution Cap.

8. **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Ring, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Ring's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Ring shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Ring shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Ring in its business or otherwise or a joint venturer or a member of any joint enterprise with Ring.
9. **Governing Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
10. **Notices.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and sent by email, in the case of the City, to the Assistant City Manager, Deborah Roethler at Droethler@peoriagov.org and Corporation Counsel, Donald Leist at Dleist@peoriagov.org and in the case of Ring, to August Cziment at a@ring.com and legal@ring.com. Either party may change its email address by notifying the other party of such change.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
12. **Integration; Amendment.** This Agreement is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Ring and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
13. **Assignment.** City will not assign this Agreement, in whole or in part, without Ring's prior written consent. Any attempt to assign in violation of this section is

void in each instance. Ring may assign this Agreement (or any of its rights and obligations under this Agreement): (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. All the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the Parties and their respective successors and permitted assigns.

14. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
15. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

Peoria, IL

By: _____

Name:

Title:

Date:

RING:

RING LLC

By: _____

Name:

Title:

Date:

Address: 1523 26th Street, Santa Monica CA 90404

JUL 31 2019

PEORIA COUNTY CLERK

**AN ORDINANCE AMENDING THE CITY OF PEORIA 2019 REVISED ANNUAL BUDGET
RELATING THE USE OF GENERAL FUND BALANCE TO PROVIDE FUNDING TO SUBSIDIZE
THE DISCOUNT ON PURCHASE OF RING SECURITY EQUIPMENT IN THE AMOUNT OF
\$50,000**

WHEREAS, the City Council did adopt, on December 4, 2018, the 2019 Revised Budget for the City of Peoria; and

WHEREAS, the City Council and Administration have determined that said 2019 Revised Budget should be amended in order to add certain expenditures that were not included in said 2019 Revised Budget; and

WHEREAS, the City of Peoria has adopted the budget procedure for appropriation pursuant to Illinois Compiled Statutes, 65ILCS 5/8-2-9.1 et seq. as set forth in Chapter 10, Article III of the Peoria City Code; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS that:

Section 1. The 2019 Revised Budget of the City of Peoria is amended by adding the following expenditures and revenues in the designated funds:

<u>Expenditures</u>	<u>Amount</u>
General Fund:	
Contractual – Ring Security Equipment	<u>\$50,000</u>
Total	<u>\$50,000</u>

Revenue for the foregoing expenditures from the following income sources:

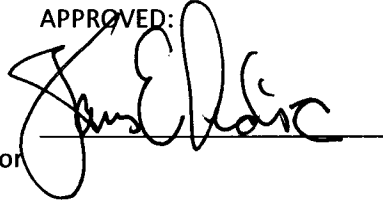
<u>Revenues</u>	<u>Amount</u>
General Fund:	
Use of General Fund Balance	<u>\$50,000</u>
Total	<u>\$50,000</u>

Section 2. This ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this 23rd day
of July, 2019.

APPROVED:

Mayor

A handwritten signature in black ink, appearing to be "James E. Harris", written over a horizontal line.

ATTEST:

City Clerk

A handwritten signature in black ink, appearing to be "Beth Ball", written over a horizontal line.

EXAMINED AND APPROVED:

A handwritten signature in black ink, appearing to be "Donald P. Leist", written over a horizontal line.
Corporation Counsel

FILED

JUL 31 2019

PEORIA COUNTY CLERK

Council Member Montelongo moved to defer this item until March 12, 2019, the amendment of Chapter 13 of the Code of the City of Peoria pertaining to refuse containers; seconded by Council Member Moore.

Approved by roll call vote.

Yeas: Akeson, Grayeb, Jensen, Montelongo, Moore, Oyler, Riggensbach, Ruckriegel, Turner, Mayor Ardis - 10;

Nays: None.

NEW BUSINESS

Video Doorbells

Council Member Jensen suggested, in light of recent crime, doing a registry of video doorbells. She said Springfield recently considered an Ordinance, a voluntary Ordinance, that Police would have a registry of residents who had video doorbells. She said if crime were to occur in a certain area, Police could check the registry for possible video footage from people who had video doorbells. She requested a Report Back on working with the companies that provided video doorbells.

First Annual Golden Shovel Award

Council Member Akeson wanted to bring attention to website www.appreciatepeoria.com, noting that on the home page there was an announcement to commend people that took the initiative to shovel their sidewalks. She said an inaugural golden shovel award would be given the first week in April and forms were provided on the website to nominate individuals. She said it was their hope to recognize fifteen individuals or neighborhood associations that had gone the extra mile while removing snow from sidewalks.

First Annual Neighborhood Award Reception

Council Member Moore wanted to recognize the Community Development Department for their Neighborhood Award Reception that took place on February 21, 2019. She recognized those who received awards at the reception and stated it was an outstanding event.

Mayor Ardis also commended the Community Development Department and the event.

Crime Notification Process

Council Member Montelongo spoke in regards to the communication plan for when there were significant crime issues and he requested Police Chief Marion and City Manager Urich, to provide an explanation.

Police Chief Marion spoke regarding the notification process and the opportunity to improve the process. He stated the system being considered contained three steps: an email to the neighborhood association and notification to the dispatch supervisor to post on Nextdoor; a press release; and a Code Red notification. He encouraged citizens to sign up for Code Red, their neighborhood associations and check out Crime View Mapping.

In response to Mayor Ardis, Police Chief Marion confirmed that information of those who signed up for Code Red would remain confidential.

Council Member Akeson appreciated the update regarding the crime notification process. She was concerned with the delay in notification and the lack of notification to those who were not signed up with neighborhood associations. She mentioned that Bradley University had utilized texting notifications with the students and inquired if Code Red could be used in a similar way.

Council Member Riggerbach moved to reconsider Item No. 19-105 and to place on the next Regular City Council Agenda on May 14, 2019; seconded by Council Member Turner. Council Member Akeson expressed a concern stating that it was previously determined that donations were not considered a conflict of interest.

Corporation Council Leist said the decision to abstain was a personal decision of the Council Member. He said he was advised by Council Member Moore that she believed she had a common law conflict and would be required to abstain. He said this vote was relative to the reconsideration. He said when the item came back to the City Council then Council Member Moore would be required to define the nature of her conflict.

Motion to reconsider Item No. 19-105 and placed on the next Regular City Council Agenda on May 14, 2019, was approved by roll call vote.

Yeas: Akeson, Cyr, Jensen, Montelongo, Oyler, Riggerbach, Ruckriegel, Turner, Mayor Ardis - 9;

Nays: None;

Abstention: Moore – 1.

(19-107) Communication from the City Manager and Interim Director of Public Works with a Request for the Following:

A. APPROVE a CONTRACT with JIMAX for Tree/Stump Removal by Size and Tree and Brush Trimming by Hourly Rates, in an Amount not to Exceed \$170,000.00 (Bid #08-19) (All Council Districts), and

B. APPROVE a CONTRACT with JIMAX for Emergency Tree and Brush Trimming by Hourly Rates, in an Amount not to Exceed \$30,000.00. (Bid #08-19) (All Council Districts)

Council Member Moore requested to reconsider Item No. 19-107 in order for her to abstain from voting on the matter, noting a conflict in interest in that her non-profit agency received a donation from one of the companies.

Council Member Riggerbach moved to reconsider Item No. 19-107 and to place on the next Regular City Council Agenda on May 14, 2019; seconded by Council Member Turner.

Motion to reconsider Item No. 19-107 and placed on the next Regular City Council Agenda on May 14, 2019, was approved by roll call vote.

Yeas: Akeson, Cyr, Jensen, Montelongo, Oyler, Riggerbach, Ruckriegel, Turner, Mayor Ardis - 9;

Nays: None;

Abstention: Moore – 1.

Video Doorbells

Council Member Jensen requested a status on her request regarding a registry of video doorbells similar to an Ordinance that was considered in Springfield, Illinois. City Manager Ulrich said Staff was still working on the matter.

Fitch Report

Council Member Akeson requested a copy of the Fitch Report, stating that the report was supposed to be made available to the City Council by now. City Manager Ulrich said he would call the company and request the report.

Mayor Ardis said this item needed to come back to the City Council as a policy discussion, noting there were a number of issues with the topic.

Appreciation to Peoria Community against Violence (PCAV) and Pastor Chuck Brown

Council Member Ruckriegel expressed his appreciation for the efforts of PCAV in recent events and for partnering with the Peoria Police Department to reach out to the affected neighborhood. He also expressed his appreciation to Pastor Chuck Brown who held a vigil that evening.

Bike to Work Week

Council Member Jensen said May was National Bike Month and May 14 – May 17, 2019, was Bike to Work Week. As a way to celebrate, she said CityLink and Bike Peoria joined together and would offer free rides on any City busses in the City if an individual had a bike with them.

Review of CityLink's Transit System – Request for Public Input

Council Member Jensen said CityLink was in the process of evaluating its entire transit system to identify opportunities for improvement. She said there would be public meetings seeking public input as follows:

June 11, 2019, 6:00 A.M. – 9:30 A.M. at the Transit Center, Downtown

June 11, 2019, 2:00 P.M. – 5:30 P.M. at the Transit Center, Downtown

June 12, 2019, 1:00 P.M. – 3:00 P.M. at the Main Public Library, Downtown

June 12, 2019, 5:00 P.M. – 7:00 P.M. at the Lakeview Branch Public Library

RING and Multifamily Apartments

For clarification, Council Member Montelongo further commented on RING stating the City should communicate the importance of the message of the Memorandum of Understanding with RING with a plan and to aggressively moving forward. He said the City needed to determine whether TIF Funds could be utilized for cameras in certain parts of the City. He said the City should also look at the possibility of drafting an Ordinance that would address cameras for multifamily housing. He also commented on the need for city-owned or public-owned video cameras in public areas with a possible implementation schedule over the next five years.

2019 Sculpture Walk

Council Member Jensen announced there would be a sculpture walk this weekend, Saturday, May 18, 2019, beginning at 10:00 A.M. at the Peoria Riverfront Museum, and she encouraged everyone to attend.

CITIZENS' OPPORTUNITY TO ADDRESS THE CITY COUNCIL/TOWN BOARD

Hearing no objection, Mayor granted Privilege of the Floor to those citizens who wished to address the City Council.

Terry Burnside, owner of Burnside Brothers, said he was notified by the Assistant Director of Community Development that along with Item Nos. 19-104, 19-105 and 19-107 previously discussed, Item No. 19-109 involving contracts with Burnside Brothers and Jimax Landscaping for the 2019 Weed and Litter Contract would be reconsidered as well, noting there was a potential conflict of interest. He requested a status of the item.

Mayor Ardis said City Manager Urich would meet with Mr. Burnside immediately after the meeting to discuss the matter.

Lot Access off Peoria Street is Withdrawn

Council Member Riegenbach announced that Jeff Kolbus of ReMax Realty had withdrawn his request for lot access off Peoria Street. He said Mr. Kolbus held a public meeting and heard the concerns of the neighborhood and since had withdrawn his request. He expressed his appreciation to Mr. Kolbus for listening to the neighborhood.

East Bluff Special Service Area

Council Member Riegenbach said it was time to begin the process for a new Special Service Area in the East Bluff. He said the East Bluff Neighborhood Housing Service SSA would be expiring at the end of 2019 and had already had the two additional extensions that were provided for in the Ordinance. He said there was still a strong desire to have an SSA in that area. He remarked on the need to start the process in order to implement another SSA.

Fireworks Regulation

At the request of Council Member Riegenbach, Chief Marion provided an overview on the process initiated to regulate illegal fireworks during the Fourth of July. He remarked on the importance of educating the public, which began May 31, 2019, through social media and press releases. He said examples of illegal fireworks were posted on the Police Department's Facebook Page. He said door hangers would be placed on houses and that the maximum number of Police Officers would be working on the Fourth of July. He said two school Resource Officers had been assigned to the Neighborhood Services Unit to address calls received. He said there would be a strong enforcement action.

RING Security Doorbells

Council Member Montelongo said Police Chief Marion had previously brought forward a Memorandum of Understanding with RING, a security system for homes. He said he recently followed up with RING to bring forward a new proposal wherein the system would be sold to Peoria residents at a significant discount.

CityLink Study and Analysis

Council Member Jensen said CityLink was in the process of doing a study and analysis of their service. She said there would be public meetings seeking public input at the following times:

- Wednesday, June 12, 2019, 9:30 A.M. to 11:30 A.M. at the Fondulac Library in East Peoria
- Wednesday, June 12, 2019, 1:00 P.M. to 3:00 P.M. at the Downtown Peoria Public Library
- Wednesday, June 12, 2019, 5:00 P.M. to 7:00 P.M. at the Lakeview Branch Public Library

Cannabis Bill

Council Member Ali said, in light of the recent passing of the Cannabis Bill that made marijuana legal in the State of Illinois, it was important for the City to be proactive and not reactive with regards to that new law. She said there needed to be a plan in terms of compliance, law enforcement and economic opportunity.

City Manager Ulrich said Staff was researching the law to see what options were available for the City and potential implications for law enforcement and economic development. He said Staff would provide the Council with an update in the next month.

Mayor Ardis granted Privilege of the Floor to Don Forrest of Farnsworth Group.

Don Forrest, Business Development Manager at Farnsworth Group, spoke of the staff at Farnsworth Group living in central Illinois and being educated in central Illinois. He agreed that minorities were hard to find in the architectural field. He said 30% of Farnsworth Group's staff was either minority or female. He said the staff selected to work on the project were selected due to their knowledge of the community. He said they would know many of the non-for-profits and citizens in the community due to their previous work.

Council Member Grayeb spoke of his appreciation of IDG Architects, Inc.'s goal to excite young kids in the community with their backgrounds and interests in architecture.

Council Member Ali expressed her appreciation for both local firms. She applauded IDG Architects, Inc. for opening an office in Peoria. She said the City often doesn't have the uniqueness of an African American owned architecture firm and acknowledged the rareness of African Americans in the field. She said the decision to select IDG Architects, Inc. was easy for her and she encouraged fellow Council Members to select IDG Architects, Inc. also.

In response to Council Member Cyr, Aaron Gunn explained that he had been in Peoria for over fifteen years and that he was sought out by IDG Architects, Inc. to get the Peoria office off the ground. He said the owner of IDG Architects, Inc., based out of Houston, Texas, decided to invest in the City of Peoria. He said the office had been open since June, 2018. He said that he believed exposing African American children to professional services would have a significant impact on their outlook on life.

Motion to award a contract for architectural services related to neighborhood planning, surveys, community engagement, and other services to IDG Architects, Inc. was approved by roll call vote.

Yeas: Ali, Grayeb, Montelongo, Riggensbach, Ruckriegel, Mayor Ardis - 6;

Nays: Cyr, Oyler - 2.

Abstention: Moore - 1.

(19-236) Communication from Councilman Montelongo with a Request to APPROVE the Following:

A) ADOPT an ORDINANCE Amending the CITY OF PEORIA 2019 REVISED ANNUAL BUDGET Relating to the Use of the General Fund Balance to Provide Funding to Subsidize the Discount on the Purchase of RING SECURITY EQUIPMENT in the Amount of \$50,000.00;

B) A SOLE SOURCE CONTRACT with RING to Subsidize the Discount on the Purchase of RING Security Equipment, with a 50/50 Contribution from RING and the City of Peoria in an Amount Up to \$50,000.00 Each.

Council Member Montelongo moved to defer this item to the July 23, 2019, Regular City Council Meeting; seconded by Council Member Moore.

Approved by roll call vote.

Yeas: Ali, Cyr, Grayeb, Montelongo, Moore, Oyler, Riggensbach, Ruckriegel, Mayor Ardis - 9;

Nays: None.

UNFINISHED BUSINESS (Including but not limited to motions to reconsider items, if any, from the previous Regular Meeting)

(19-236) Communication from Councilman Montelongo with a Request to APPROVE the Following:

- A) ADOPT an ORDINANCE Amending the CITY OF PEORIA 2019 REVISED ANNUAL BUDGET Relating to the Use of the General Fund Balance to Provide Funding to Subsidize the Discount on the Purchase of RING SECURITY EQUIPMENT in the Amount of \$50,000.00;**
- B) A SOLE SOURCE CONTRACT with RING to Subsidize the Discount on the Purchase of RING Security Equipment, with a 50/50 Contribution from RING and the City of Peoria in an Amount Up to \$50,000.00 Each.**

Council Member Montelongo said the proposal was for the City of Peoria to participate in a subsidy program with RING for the residents in the City of Peoria. He said RING sold an electronic security doorbell that was equipped with a video camera and he said it operated when somebody rang the doorbell or when there was motion in the front yard. He said the video data could then be retrieved at a later date. He said the resident would be able to converse with the person ringing the doorbell from their smart phone, no matter where they were. He said the doorbell would also be equipped with an app called Neighbors that would allow citizens to share videos or information with their neighbors and he said it gave citizens up-to-date crime updates. He said this subsidy would allow citizens of the City of Peoria to purchase a RING system of \$200, for about \$100 after the City of Peoria and RING contributed \$50 each. He said video storage would cost the resident \$3/month or \$30 for the year. He said RING would come to Peoria for a one-day event and he said residents would have to attend the event with several forms of I.D. to show residency in the City of Peoria. He said the citizens could also register the camera with the City of Peoria at that time, but that it wouldn't be required. He reiterated that if a camera was registered with the City of Peoria, the City would still not have access to the video, unless permission was given. He explained that burglary and residential break-ins were a community worry and from January 1, 2019, to June 30, 2019, there were 732 of these types of burglaries or attempts in the City of Peoria.

Council Member Montelongo moved to adopt an Ordinance amending the City of Peoria 2019 Revised Annual Budget relating to the use of the general fund balance to provide funding to subsidize the discount on the purchase of RING security equipment in the amount of \$50,000.00; seconded by Council Member Ruckriegel.

In response to Council Member Moore, Council Member Montelongo said that the equipment ranged from \$189-\$200 and that the product was self-installed.

Council Member Moore expressed her concerns on the wording of the agreement regarding citizens permission for the City to have access to the videos. Senior Attorney Chrissie Peterson explained that the Police Department did have a separate agreement with RING for them to access what the citizens shared in the neighborhood app but felt, in this contract, the City could not have immediate access to the video footage unless the citizen was willing to provide that footage.

Discussion was held about various contract concerns.

Council Member Moore expressed her concern on the equality of a one-day event and suggested that the \$50,000 be broken up by district. Mayor Ardis said he would be surprised to see the \$50,000 expended in one day and he suggested making sure the one-day event was well publicized. Council Member Moore said she would like more information regarding the one-day event before she could support the item.

Council Member Ali said she supported the item and supported the idea of having more cameras throughout the neighborhoods. She expressed a concern on the sole-source aspect and suggested there were other products offering similar services. She said she felt there were some pros and cons regarding this product. She said she supported having a multi-day event.

Council Member Cyr said he supported the project and said he agreed that it would be nice to have a five-day event or at least have five locations during the one-day event.

Discussion was held regarding what could be done if the full \$50,000.00 wasn't spent and whether other companies could have access to the funds for other programs. Council Member Moore suggested an amendment that would allow any remaining money, from the \$50,000.00 contributed by the City, to be made available to the citizens for other services. Council Member Montelongo suggested, due to this being a pilot program, waiting to see how the program with RING worked and suggested that if the program was successful, other programs could be reviewed at another time.

Council Member Ruckriegel expressed his support for the item and thanked Council Member Montelongo for his efforts. He said the \$50,000.00 the City was contributing was being leveraged to a \$100,000.00 to benefit the citizens.

Council Member Ali spoke of her support of the language requiring citizen permission for the City to view or obtain video footage from the security equipment. She asked if there was a crime and somebody had a video that may help, would there be a way for the City to obtain that video. Senior Attorney Peterson said the City could seek a warrant for the video.

ORDINANCE NO. 17,701 amending the City of Peoria 2019 Revised Annual Budget relating to the use of the general fund balance to provide funding to subsidize the discount on the purchase of RING security equipment in the amount of \$50,000.00 was adopted by roll call vote.

Yeas: Ali, Cyr, Grayeb, Jensen, Kelly, Montelongo, Moore, Oyler, Riggensbach, Ruckriegel, Mayor Ardis - 11;

Nays: None.

Council Member Montelongo moved to approve a sole source contract with RING to subsidize the discount on the purchase of RING security equipment, with a 50/50 contribution from RING and the City of Peoria in an amount up to \$50,000.00 each; seconded by Council Member Kelly.

Mayor Ardis spoke on the concerns expressed on the floor and requested that the date and location for this event be advertised well to increase the opportunity for success. He thanked Council Member Montelongo for his work on the project.

In response to Council Member Ruckriegel, Council Member Montelongo said homeowners and renters could participate and said businesses were excluded at this time.

In response to Council Member Moore, Assistant City Manager Roethler said RING suggested that the event be held in connection with another community event to get strong attendance.

She suggested more discussion between departments to get event ideas and also more discussion with RING on the possibility of multi-day events. She said RING partnered with the City to assist in promotion and she said there were guidelines in the contract for promotion.

Motion to approve a sole source contract with RING to subsidize the discount on the purchase of RING security equipment, with a 50/50 contribution from RING and the City of Peoria in an amount up to \$50,000.00 each was approved by roll call vote.

Yeas: Ali, Cyr, Grayeb, Jensen, Kelly, Montelongo, Moore, Oyler, Riggensbach, Ruckriegel, Mayor Ardis - 11;

Nays: None.

ICE Enforcement

Council Member Jensen asked if the Police Department had been contacted by ICE. Police Chief Marion said that the Police Department had not been contacted. Council Member Jensen requested an update be provided if ICE did contact the Police Department to enforce ICE warrants.

NEW BUSINESS

Dream Center Peoria

Council Member Riggensbach wanted to bring awareness to Mission Peoria 2019. He said he was spending the week with 300 students who would be doing projects throughout the City. He recognized the young people for stepping up to the plate and he said he wanted to recognize these young people and the efforts they were doing.

First District Events

Council Member Moore wanted to note events happening in the First District including the Hispanic festival, Fiesta en el Rio, on Saturday, July 27, 2019, at the Riverfront. She said there would also be a Ride for a Safer Tomorrow event held by Shaun Livingston and she said that would start at the Romain Arts and Culture Center, 919 N.E. Jefferson, Peoria, IL. She said Carl Holloway was having an event at Glen Oak Park to engage the youth to show support of things they are involved with. She encouraged everyone to visit Enjoy Peoria www.peoria.org/events and also the Peoria Park District www.peoriaparks.org to find information on events in the community.

Retail Chains

Council Member Jensen spoke of her concern regarding national retail chains closing around the country and she asked what the City's plan was for outreach with the local chains to ensure they would remain in Peoria. She said she would like to see the City put forth whatever efforts they could to keep retail in the City. She asked for a report back on the plan.

Non-Owner Occupied Property

Council Member Jensen said she had attended meetings regarding non-owner occupied property and that an issue existed regarding when the property owners were required to register. She suggested changing the process to require registration of the property at time of closing and requested that this issue be brought back to the Council.

Midstate College

Council Member Ali said she wanted to recognize Midstate College for being in the area for over 130 years and she said she was disheartened to learn they were closing their doors. She requested they be recognized with a proclamation or acknowledgment. She said they have had great leadership over the years and she expressed her appreciation for Midstate College.